

RULES AND REGULATIONS

RULES AND REGULATIONS
OF
LANDIS FARM, A PLANNED COMMUNITY

INTRODUCTION

A. Landis Farm Unit Owners Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Rules and Regulations"). These Rules and Regulations may be amended from time to time by resolution of the Executive Board.

B. Wherever in these Rules and Regulations reference is made to a "Unit Owner," such term shall apply to the owner or occupant of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner or occupant, his family or tenant of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the managing agent, if any, when a managing agent is acting on behalf of the Association.

C. The term "Declaration" when used herein refers to the recorded Declaration of Covenants and Restrictions for Landis Farm, A Planned Community, as amended from time to time. The term "Bylaws" when used herein refers to the Bylaws of Landis Farm Unit Owners Association, as amended from time to time. The term "Managing Agent" when used herein refers to any managing agent appointed by the Association from time to time. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. ("Act").

D. The Unit Owners shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including all Units, buildings, public areas, streets, recreational areas, grounds, parking areas and any other appurtenances.

E. The Executive Board may act hereunder in all instances on behalf of the Association, except as provided to the contrary in the Declaration, the Bylaws, these Rules and Regulations, or the Act, and may, by resolution, establish one or more committees of the Executive Board, permanent or standing, to perform functions hereunder under specifically delegated administrative standards, as designated in the resolution establishing such committee(s).

F. The Association reserves the right to update, supplement, amend, modify, repeal or revoke these Rules and Regulations, or any portions hereof, and any consent or approval given hereunder at any time by resolution of the Executive Board.

G. The Association shall have all rights to enforce the provisions of these Rules and Regulations granted by the Community Documents, the Act, or otherwise at law or in equity.

RESTRICTIONS ON USE

1. No part of the Community shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to Article IX of the Declaration.

2. There shall be no obstruction of the Common Facilities. Nothing shall be stored or placed on the Common Facilities without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.

3. Nothing shall be done or kept in any of the Units or the Common Facilities which will increase the rate of any insurance policy maintained by the Association without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Facilities which will result in the cancellation of any insurance policy maintained by the Association or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit or Common Facility, except that Unit Owners may keep small amounts of gasoline in appropriate containers for use in snowblowers, lawnmowers and similar lawn care equipment, and small propane tanks for use with outdoor gas grills shall be permitted. No waste shall be committed on the Common Facilities.

4. All recyclables, garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of the Municipality and any other governmental entity with jurisdiction over the Community, provided however, that no burning of trash, rubbish, debris or other unwanted materials shall be permitted by a Unit Owner regardless of Municipal ordinances allowing such burning. The prohibition on burning shall not apply to Declarant, its successors or assigns in the initial construction of improvements within the Community. No recyclables, garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of recyclables, garbage and trash and on the evening prior to that day. No recyclables, trash or containers therefor may be placed or otherwise stored on any part of a Unit visible from the street, or on any Common Facilities. Trash and recycling containers may not be placed curbside before dusk on the day immediately before the designated pickup day and must be removed by the end of the designated pick up day. The Association reserves the right to designate one (1) recyclables, garbage and/or trash removal service for the Community. In that event, each Unit Owner will be billed directly by the removal service.

5. Except in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended on the Common Facilities, including in any public areas, parking areas, or lawns.

6. All private streets within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners. Except as may be specifically authorized by the Executive Board, private streets shall not be used as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited. The use of skateboards and motorized skateboards or scooters, except those for mobility-impaired persons, on the Common Facilities, including the private streets and walking paths, is prohibited without the prior written consent of the Executive Board. The use of all-terrain vehicles (ATVs), dirt bikes, snowmobiles or similar motorized outdoor recreational vehicles on the Common Facilities is prohibited. No basketball hoops shall be installed along private streets without the prior written consent of the Executive Board, nor shall skateboard ramps or arenas be permitted in the Community.

7. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

8. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness. The pursuit of hobbies or other activities, including without limitation, the repair, restoration, assembly or disassembly of motor vehicles and/or other mechanical devices that might cause disorderly, unsightly, unkempt conditions shall be prohibited within the Community, except for those hobbies or activities that are pursued wholly inside the Dwelling (including the garage) upon a Unit. Notwithstanding the foregoing, any hobbies or activities that could pose a threat to health or property are expressly prohibited.

9. Nothing shall be done in or on any Unit or on the Common Facilities that may impair the structural integrity of, or alter or modify the use or effectiveness of, any improvements in, on, or to any other Unit or any portion of the Common Facilities, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

10. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Facilities, nor shall anything be done therein that may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises or odors in his Unit or do or

permit anything that will interfere with the rights, comfort or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television, musical instrument or other similar sound producing item in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

11. Except as specifically permitted by this Paragraph 11, no signs, window displays, advertising poster or billboard shall be displayed to the public view, maintained, or permitted on any part of the Community or on any Unit without the prior written consent of the Executive Board. The right is reserved by the Declarant, its successors and assigns, and the Executive Board or the Managing Agent to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Unit Owner or mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Unit Owner or mortgagee. Signs that are permitted pursuant to this paragraph or by consent of the Executive Board shall be placed only upon or within a Unit and not on the Common Facilities, and in no event shall any sign be larger than four square feet in size (two (2) feet by two (2) feet in dimensions). All signs, window displays or advertising permitted hereunder or by consent of the Executive Board shall comply with all municipal ordinances, rules and regulations.

12. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit, whether through or upon windows, doors, siding or masonry of such Unit without the prior written consent of the Executive Board. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit without the prior consent of the Executive Board. No clothes line, clothes rack or any other device for airing or drying of clothes outdoors may be used upon a Unit, nor may such devices be used anywhere on the Common Facilities. Patios, decks, porches, yards and stoops shall not be used unreasonably as storage areas, and furnishings used outdoors shall be those suitable for and typically used for outside purposes.

13. Additions, alterations and improvements to the exterior of Units may be made by Unit Owners only in accordance with the provisions of the Community Documents, including without limitation, Section 6.1 and Article IX of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 6.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision.

14. White or off-white backed draperies or curtains or white or off-white blinds acceptable to the Executive Board must be installed by each Unit Owner on all windows of his or her Dwelling that customarily would be treated with curtains or blinds, and must be maintained thereon at all times. No window treatments with a colored surface facing the exterior of a Dwelling shall be permitted without the prior approval of the Executive Board. No blinds, covers, shades, awnings or screens shall be attached to, hung in or on, or used in connection with, any patio, porch, deck or stoop without the prior consent of the Executive Board, except as may be part of the initial construction of a Dwelling by Declarant, its agents, successors or assigns.

15. Display of Christmas and similar holiday decorations, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15 of the following year. Display of decorations for other holidays, including, but not limited to, Independence Day and Halloween, shall be permitted for a period beginning ten (10) days prior to the date of the holiday and ending five (5) days after the date of the holiday. The Association shall have the right as it deems necessary to incorporate holiday decoration and outdoor lighting restrictions and/or specifications in any architectural standards that may be created for the Community.

PET RULES

16. No insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Community, provided however, that customary household pets may be kept within the Dwelling on a Unit so long as they are not raised, bred or kept for commercial purposes, and provided further that they are maintained in accordance with these Rules and Regulations. In no event may any exotic, wild or dangerous animals be kept within the Community. No more than two (2) household pets (other than fish) shall be kept in any Dwelling without prior written approval of the Executive Board. Nothing contained herein shall prohibit an owner or occupant from keeping a seeing-eye dog or other animal assistant in his or her Dwelling. All permitted pets shall be housed inside a Dwelling, and no exterior housing of pets, temporarily or permanently, shall be permitted on any Unit or on any portion of the Common Facilities at any time; provided however, that pets may be temporarily contained within the rear yard of a Unit. No Unit Owner or occupant shall be permitted to erect any fences, dog houses, animal enclosures, animal stakes or animal runs, or use any portion of the Common Facilities for the purpose of securing a space either temporary or permanent for any animal. Pets (including cats) must be under the direct control of an adult at all times and may not be left unattended or allowed to run free on any other Unit Owner's property or on the Common Facilities, except in any Common Facilities areas that may be designated as "off leash" areas by the Executive Board from time to time.

17. Pets may be maintained in a Unit so long as they are not a nuisance. Actions that will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, aggressiveness, or running loose in the Community.

18. All pets must be licensed and inoculated as required by law. In order to facilitate the enforcement of the pet provisions of the Community Documents, the Association shall have the right, in its discretion, to require occupants of the Community to register all of their pets with the Association from time to time.

19. Pet owners are fully responsible for all personal injuries and/or property damage caused by their pets.

20. Pets shall not be walked upon the Common Facilities, except for such areas as the Executive Board shall designate from time to time for that purpose. On the Common Facilities, except in "off leash" areas, if any, pets must be accompanied by an adult individual and maintained on a leash at all times. Each Unit Owner shall be responsible for immediately cleaning up, removing and discarding in a proper receptacle all solid animal excrement produced by his pet, whether upon a Unit or on the Common Facilities.

STORAGE

21. All personal property placed on any portion of the Community shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Porches, stoops, stairs, patios, lawns and decks shall not be used unreasonably as storage areas.

PARKING

22. Unless otherwise specifically authorized by the Executive Board, vehicles shall only be parked within garages, upon driveways, in parking spaces, or in other areas designated for parking by the Executive Board. Except in emergencies, no vehicle shall be parked on any portion of the lawn within a Unit or on any portion of the Common Facilities not specifically designated as a parking area. Without limiting the generality of the foregoing, and subject to Section 9.1.18 of the Declaration, no buses, trucks or vans having more than two axles, trailers, boats, jet skis, campers, motorcycles, all terrain vehicles, recreational or oversized vehicles shall be parked anywhere within the Community other than wholly within a garage, in Common Facilities areas designated as parking areas for such vehicles by the Executive Board, if any, or upon a Unit as otherwise specifically permitted by the Executive Board. A commercial vehicle used regularly by a Unit Owner in the conduct of his business or for his

employment may be parked upon a Unit, provided that such vehicle shall be parked wholly within a Unit garage in accordance with Section 9.1.18 of the Declaration. The Executive Board shall have the discretion to determine what constitutes a commercial vehicle or a recreational vehicle and shall notify Community occupants of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles used, housed or maintained within the Community must have current license plates and registrations and must be in safe operating condition. No vehicles shall be parked in the Community with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.

23. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the vehicle owner's sole risk and expense.

24. Vehicle parking so as to block sidewalks, driveways or trash receptacles is not permitted. If any vehicle shall be illegally parked or abandoned in the Community, the Association shall be held harmless by the vehicle owner and/or operator from and against any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner and/or operator may have under the provisions of state or local laws and ordinances are hereby expressly waived. The vehicle owner and/or operator shall indemnify the Association against any costs or liability which may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

ENTRY INTO UNITS

25. The Executive Board or any Managing Agent, and any employee, agent, contractor or workman authorized by the Executive Board or the Managing Agent, may enter any Unit after reasonable notice and at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation (i) for inspection of the exterior of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance, repair or replacement for which they are responsible, and to perform such items of maintenance, repair or replacement on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection, maintenance, repair, and replacement of any portion of a Unit for which the Association is responsible, the Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, and (iv) for inspection,

verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX of the Declaration, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any of the foregoing rights. The Association shall have the right to enter upon a Unit without prior notice to the Unit Owner or occupant in the case of an emergency to alleviate damage to the Unit, an adjacent Unit or the Common Elements or Limited Common Elements, or for the purpose of correcting any condition threatening the health or safety of occupants of the Community.

26. Employees and agents of the Association, including the Managing Agent, are not authorized to accept packages, keys, money (except for payments of Community assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

ASSOCIATION

27. All charges and assessments imposed by the Association are due and payable on the first day of each calendar month, unless otherwise specified by the Executive Board. Payment shall be made at the Community's principal office or other designated address by check or money order, payable to the Association. Cash will not be accepted.

28. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Executive Board or Managing Agent, as applicable. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Association, its contractors or any Managing Agent employed by the Association.

CONSIDERATION IN USE OF UNITS

29. All persons shall be properly attired when appearing in any of the public areas of the Community.

30. All radio, television or other telecommunication equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.

31. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in the wastewater disposal and treatment facilities, and against pouring grease or oil into drains. Detergents and soaps shall be used only pursuant to manufacturer's directions.

32. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

LANDSCAPING; APPEARANCE OF COMMUNITY

33. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Facilities without the prior written approval of the Executive Board.

34. It is intended that all of the Units, Dwellings, other buildings, structures, landscaping and other improvements constructed within the Community shall be architecturally compatible and aesthetically pleasing so as to preserve the overall appearance and continuing value of property within the Community. All Community occupants wishing to make any improvements to the exterior of their Units, or to any other portion of the Community, shall comply with all applicable provisions of the Community Documents, including but not limited to, Articles VI and IX of the Declaration. All applications, plans and specifications for all structures, buildings and/or improvements to be constructed, reconstructed, renovated or otherwise improved within the Community by any person or entity other than Declarant or an agent or affiliate of Declarant, including but not limited to, improvements to be made upon any Unit in the Community, shall be submitted to the Executive Board in accordance with the Community Documents prior to the commencement of the construction or installation of any such improvements.

35. Unit Owners desiring to install storm doors on their Dwellings shall install only a type of door pre-selected and pre-approved by Declarant during the Development Period, and the Executive Board thereafter, and such installation shall require the prior consent of the Executive Board in accordance with the provisions of Article VI of the Declaration.

OTHER

36. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

37. Snow removal from porches, stoops, service sidewalks, driveways and Unit parking spaces is the responsibility of the Association. Snow removal from patios and decks is the responsibility of the Unit Owner.

38. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers specifications and instructions at all times.

39. All easement areas within or appurtenant to the Community as depicted on the Plats and Plans and the Subdivision and Land Development Plan, and as described in the Declaration shall be utilized and/or maintained by the Association in accordance with the Community Documents, the Subdivision and Land Development Plan and applicable local, state and federal requirements and restrictions.

OVER-THE-AIR RECEPTION DEVICES ("OTARDS")

40. As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Reception Devices rule (as amended, the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Certain OTARDS shall be permitted to be installed within certain portions of the Community as set forth in the following Rules and Regulations, which are intended to comply with the FCC Rule.

I. DEFINITIONS. Except as expressly set forth herein, the terms contained herein shall have the meanings ascribed to them in the Community Documents and the Act.

A. "Antenna" means any device that is used to receive direct broadcast satellite service, including direct-to-home satellite service ("DBS"); or to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services ("MDS"); or to receive television broadcast signals ("TVBS"); or to receive or transmit fixed wireless signals via satellite or other than via satellite ("FWS"). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories

necessary for the proper installation, maintenance and use of an Antenna shall be considered part of the Antenna.

B. "Common Facilities" means those portions of the Community either described in the Act as being Common Facilities, or described in the Declaration or in the Plats and Plans as being Common Facilities.

C. "Exclusive Use Area" means any Limited Common Elements appurtenant to a Unit as described in the Declaration and the Plats and Plans, subject, however to the provisions of these OTARD Rules and Regulations.

D. "Fixed Wireless Signals" means any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. Fixed Wireless Signals do not include, among other things, AM/FM radio, amateur "Ham" radio, Citizens Band ("CB") radio and Digital Audio Radio Services ("DARS") signals.

E. "Mast" means a structure to which an Antenna is attached that raises the Antenna height.

F. "Owner" means a Unit Owner or, for the purposes of these OTARD Rules and Regulations only, an occupant or tenant lawfully entitled to occupy a Unit within the Community.

G. "Telecommunications Signals" means signals received or transmitted by DBS, TVBS, MDS, or FWS Antennas.

II. INSTALLATION REQUIREMENTS.

A. ANTENNA SIZE AND TYPE.

1. DBS, MDS, TVBS and FWS Antennas. DBS, MDS, and FWS Antennas that are one meter (39.37 inches) or less in diameter or diagonal measurement or TVBS Antennas, regardless of size, may be installed by an Owner in accordance with these OTARD Rules and Regulations and the FCC Rule. DBS, MDS and FWS Antennas that are larger than one meter in diameter or diagonal measurement are prohibited.

2. Antennas That Transmit Signals. All Antennas that are capable of transmitting signals, including FWS Antennas, must be labeled to provide notice of radio frequency ("RF") safety hazards and reference the applicable FCC-adopted limits on RF exposure. In addition, all such Antennas must be professionally installed as required pursuant to Section II (E)(5) below.

3. Prohibited Antennas. All antennas not specifically included within the definition of Antennas set forth above or otherwise covered by the FCC Rule are prohibited.

B. LOCATION.

1. Inside Unit. An Antenna shall be installed within the Unit boundaries as described in the Declaration and Plats and Plans).

2. Acceptable Alternate Locations. Subject to the provisions of II (B)(1) above, possible alternate locations for the installation of Antennas, listed in decreasing order of preference, are as follows:

(a) Within the boundaries of any Limited Common Facility Exclusive Use Areas, if any, as designated in the Declaration and Plats and Plans; provided however, that no installation within an Exclusive Use Area shall create a safety hazard.

(b) Subject to the prior written approval of the Executive Board in accordance with Section VII(C) below (PRIOR APPROVAL FOR COMMON FACILITIES), on certain locations within the Common Facilities.

3. Unacceptable Locations; Encroachments. Except as otherwise provided herein, Antennas shall not encroach upon any portion of the Common Facilities, any other Owner's individual Unit or Limited Common Facilities, the air space of another Owner's Unit or Limited Common Facilities, or the air space of the Common Facilities. Except as otherwise provided in Sections II (B)(2) above and VII (C) below, no Antenna of any size may be placed or installed on any Common Facilities, even if an acceptable quality signal cannot be received from a location within the Unit boundaries of a Unit or within an Exclusive Use Area appurtenant to a Unit.

4. Shielded From View. Antennas shall be located in a place shielded from view from outside the Community, from the street, or from other Units to the maximum extent possible; provided, however, that nothing in this rule requires shielding where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

C. INSTALLATION.

1. In General. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. Installation must

comply with all applicable codes, take aesthetic considerations into account and minimize the aesthetic and structural impact to the exterior and structure of the Owner's Unit, Limited Common Facility Exclusive Use Areas or Common Facilities, as applicable.

2. Property Damage. All installations shall be completed so that they do not materially damage any Common Facilities, Limited Common Facilities or individual Units, or void any warranties of the Association or other Owners, or in any way impair the integrity of any Buildings or structures within the Community. Installation of an Antenna on a Limited Common Facility Exclusive Use Area does not convert the Limited Common Facility to individual property or otherwise cause it to fall within a Unit's boundaries.

3. Installer Qualifications. To protect the interests of the Owner and the Association, it is recommended that any installer other than the Owner should be licensed, if required pursuant to applicable laws, bonded and insured. Insurance should meet the following minimum limits:

(a) Contractor's General Liability (including completed operations): \$1,000,000; and

(b) Workers' Compensation: Statutory Limits.

It is recommended that the Owner have the installer provide the Association with a copy of the installer's license, if applicable, and insurance certificate prior to installation, if installation will be at a location other than inside the Unit. This recommendation is intended to ensure that Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions, and to protect the interests of the Association. Improper installation could cause damage to structures or pose a safety hazard to the Community's residents and to Community or personal property.

4. Securing of Antennas. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antennas, including damage from wind velocity.

5. Use of Existing Coaxial Cable. If the Owner currently subscribes to cable services and desires to use the existing coaxial cable that serves only such Owner's Unit for the installation of an Antenna, the Owner's use of the existing cable is at the Owner's sole risk, and the Association shall not be responsible for any resulting damages or claims. The Owner must provide notice to the current cable service provider as required by the cable provider before attempting to splice or connect to the existing cable, and must comply with the cable service provider's requirements.

D. MAINTENANCE REQUIREMENTS.

1. Owner Responsibility. Owners with Antennas are responsible for all related maintenance, repair and replacement obligations and associated costs, including, but not limited to, the following:

(a) Place (or replace), repair, maintain, and move or remove Antennas, to include, without limitation, when needed for the Association to do required maintenance, repair or replacement to any portion of the Community the Association is required to (or elects to in the event of a defaulting Unit Owner) maintain, repair and/or replace;

(b) Repair damage to any property caused by Antenna installation, existence, maintenance or use;

(c) Pay medical expenses incurred by persons injured by Antenna installation, existence, maintenance or use;

(d) Reimburse residents or the Association for damage caused by Antenna installation, maintenance or use or the failure to perform any necessary maintenance, repair or replacement;

(e) Maintain, repair and replace any attachments associated with installation of the Antenna; and

(f) Repaint or replace Antenna if the exterior surface of the Antenna deteriorates or becomes an eyesore.

2. Maintenance Affecting Common Facilities. Owners must obtain the consent of the Executive Board prior to performing service or maintenance on the Owner's Antenna if such service or maintenance may potentially affect or involve the Common Facilities.

3. No Safety Hazard. Owners shall not permit their Antennas to fall into disrepair or become a safety hazard. Owners shall be responsible for Antenna maintenance, repair and replacement and the prompt correction of any safety hazard.

4. Repair of Detached Antennas. If an Antenna becomes fully or partially detached, the Owner shall remove or repair such Antenna within forty-eight (48) hours after such detachment. If the detachment threatens safety, the Association may

remove the Antenna immediately at the expense of the Owner if the Owner does not do so immediately.

E. SAFETY.

1. Compliance Standards. Antennas shall be installed in a manner that complies with all applicable local, county, state and federal laws and regulations, any applicable FCC requirements, and manufacturer's instructions. Owners shall, prior to installation or as soon thereafter as reasonably possible, provide the Association with a copy of any applicable governmental permits that are required for safety reasons. Masts that extend more than twelve (12) feet above the roofline may be subject to local permitting requirements. In addition, upon request, the Owner shall make available to the Association a copy of the Antenna manufacturer's instruction/safety manual.

2. Proximity to Power Lines. Unless the above-cited laws and regulations or the requirements of a utility service provider require a greater separation, Antennas shall not be placed within fifteen (15) feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Obstructions. Antennas shall not obstruct access to or exit from any Unit, walkway, driveway, ingress or egress from an area, electrical service or other utility service equipment, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safety of Community residents and personnel and the safe and easy access to the Community's utility service areas.

4. Grounding. Antennas shall be permanently grounded in accordance with the manufacturer's specifications to prevent electrical and fire damage.

5. Professional Installation. Professional installation of all Antennas is recommended. Only professional installers shall install any Antenna capable of transmitting signals, including FWS Antennas. The purpose of this requirement is to minimize the possibility that the Antenna will be placed in a location that is likely to expose Community residents and guests to the transmit signal at close proximity and/or for an extended period of time.

III. ANTENNA CAMOUFLAGING.

A. COLOR. To the extent available, Owners shall purchase their Antenna in a color that most closely matches the color of the structure to which the Antenna will be installed, or in the alternative, shall paint their Antenna so that the Antenna blends into the background against which it is mounted, so long as the painting of the Antenna will not void any warranties or prevent the reception of an acceptable quality signal.

B. SCREENING. Camouflaging Antennas through inexpensive, visually attractive screening is required if Antennas are visible from the street or other Units, so long as such camouflaging does not prevent the reception of an acceptable quality signal, and provided that the Owner follows the requirements set forth in Articles VI and IX of the Declaration in connection with making any such screening additions, alterations or improvements to the Community.

C. WIRING. Exterior Antenna wiring shall be installed underground to the extent possible, or otherwise so as to be invisible to the greatest extent possible from other Units, the Common Facilities or the streets, so long as this requirement does not impair the installation, maintenance or use of the Antenna. By way of example and not limitation, an Owner can hide the wiring by using vinyl tubing that matches the color of the surface on which the wiring is installed, or such other camouflaging tubing, devices or methods consistent with all applicable industry standards and manufacturer's instructions and warranties.

IV. MAST INSTALLATION.

A. HEIGHT; ENCROACHMENTS. Mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts that extend more than twelve (12) feet above the roofline may be subject to local permitting requirements. In no event shall masts encroach upon any Common Facilities, any other Owner's individual Unit or Limited Common Facility, or the air space of another Owner's Unit or Limited Common Facility or the air space of the Common Facilities.

B. PRIOR NOTIFICATION; APPROVAL. A mast that is consistent with the requirements of Section IV (A) above may be installed subject to the ordinary notification process set forth below. Masts that extend more than twelve (12) feet in height above the roofline must be approved by the Executive Board before installation in order to ensure that safety concerns posed by wind loads and the risk of falling antennas and masts are properly addressed and/or in the event that any cables, wires or other devices used to stabilize such a mast are to be affixed to any portion of the Common Facilities. Applications for masts requiring Executive Board approval must include a detailed description of the structure and anchorage of the Antenna and the mast, as well as an explanation of the need for the proposed mast. In addition, the Owner making the application must furnish a copy of any local permit that may be

required in connection with the installation of such mast along with the application. If the installation of such a mast that is otherwise consistent with Section IV (A) above will pose a safety hazard to Community residents, guests and personnel, then the Executive Board may prohibit such installation, and the notice of rejection shall specify these safety risks. Nothing herein requires the Executive Board to approve any masts that violate the requirements of Section IV (A) above.

C. PROFESSIONAL INSTALLATION. Masts extending twelve (12) or more feet in height above the roofline must be installed by a licensed (if required pursuant to any governmental requirements) and insured contractor so as to minimize safety concerns posed by wind loads and the risk of falling Antennas and masts.

V. ANTENNA REMOVAL.

If an Owner's Antenna is removed for any reason, then the Owner must restore the property on which the Antenna was installed, at his cost and expense, to the condition that existed prior to the installation of the Antenna. The Association may, in its discretion, perform such work on behalf of a nonperforming Owner, and all costs and expenses incurred in connection therewith may be assessed against such Owner as a Special Assessment.

VI. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED.

A. IN GENERAL. If Antennas are installed on property that is maintained by the Association, the Owner retains responsibility for Antenna maintenance. Antennas must not be installed in a manner that will increase maintenance costs for the Association or for other residents. If increased maintenance or damage occurs as the result of the installation, maintenance or use of an Antenna, the Owner is solely responsible for all such costs.

B. TEMPORARY REMOVAL OF ANTENNA. If maintenance or repair requires the temporary removal of an Antenna, the Association shall provide the Owner with no less than ten (10) days prior written notice of the need for the temporary removal of the Antenna. The Owner, at his sole cost and expense, shall be responsible for removing the Antenna before maintenance begins and replacing the Antenna afterward. If the Antenna is not removed in the required time, then the Association, in its discretion, may do so at the Owner's expense. The Association shall not be liable for any damage to Antennas or any related equipment, seals or wires caused by the Association's removal. In an emergency situation, prompt removal may be required by the Association and may be done by or on behalf of the Association at the Owner's cost.

VII. NOTIFICATION PROCESS; PRIOR APPROVAL.

A. PRIOR NOTIFICATION. Any Owner desiring to install an Antenna must submit prior written notification to the Executive Board in the case of routine installations. The prior notification shall be given as much in advance of the installation as possible without unreasonably delaying the installation. The notification shall be in the form of the Notification of Intent to Install OTARD (Routine Installation) set forth in Section XI below and must include, among other information, specific details regarding the intended placement of the Antenna and related equipment and wiring, and must identify who (or what company) will be installing the Antenna. Tenants must include a copy of their lease/rental agreement along with the written notice. If the installation is routine, that is, if it conforms to all of the OTARD Rules and Regulations set forth herein, the installation may begin immediately after submission of the notice.

B. NON-ROUTINE INSTALLATIONS/CLARIFICATIONS. If the installation is other than routine for any reason, or if the Owner is unsure whether the installation will comply with these OTARD Rules and Regulations, the Owner shall submit an application in the form set forth in Section XI below, and the Owner and the Executive Board shall, prior to installation, establish a mutually convenient time to meet to discuss the proposed installation (usually within seventy-two (72) hours after submission of the notice, if possible).

C. PRIOR APPROVAL FOR COMMON FACILITIES. If an Owner desires to locate an Antenna on any portion of the Common Facilities other than a Limited Common Facility Exclusive Use Area in accordance with Section II (B)(2)(c) above, or if a proposed installation would otherwise affect, impact or involve any portion of the Common Facilities other than a Limited Common Facility Exclusive Use Area, then the Owner **must first obtain the prior written consent of the Executive Board**. Such Owner shall submit to the Executive Board an Application to Install OTARD (Non-routine Installation/Clarification) in the form set forth in Section XI below. The decision whether to allow placement of an Antenna or any appurtenances to an Antenna on Common Facilities shall be in the sole discretion of the Executive Board. **In accordance with the FCC Rule, neither the Executive Board, nor the Association are obligated to permit the installation of any Antenna on any area within the Community that is not within the Unit title lines of a Unit or wholly within an Exclusive Use Area.** The Executive Board shall provide the Owner with a written decision as soon as reasonably possible, but no later than forty-five (45) days after receipt of the Owner's written application. The application must include a detailed description of the proposed Antenna installation, a diagram of the proposed location and an explanation why other permissible locations are unacceptable. Installation of Antennas within any Common Facilities located in the front of any Unit and/or in the area upon which signage identifying the Community and/or the sales office of Declarant is located shall be prohibited during the period of Declarant control of the Association.

VIII. INSTALLATION BY TENANTS.

These OTARD Rules and Regulations shall apply in all respects to non-owner occupants and tenants. The Association shall not be liable to any Owner for a tenant's failure to comply with these provisions. An Owner shall be responsible for any damages caused to a Unit or the Common Facilities by a tenant's installation, use, maintenance (or failure to maintain) and/or removal of an Antenna.

IX. ENFORCEMENT.

A. VIOLATION CHARGES, COSTS, ATTORNEYS' FEES. If these OTARD Rules and Regulations are violated, the Association, acting through its Executive Board shall have all rights of enforcement granted in the Act, the Declaration and the Bylaws, including but not limited to, Article VI of the Bylaws, which, among other things, permits fines for violations of the Community Documents or the Act. A non-compliant Owner may be responsible for paying the Association's attorneys' fees, costs and other expenses incurred in the enforcement of these Rules and Regulations, as permitted by the Act and the Community Documents. In addition, the Association shall have the right to bring an action for declaratory relief with the FCC or any court of competent jurisdiction.

B. SAFETY HAZARDS. If Antenna installation, use or maintenance issues pose a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits; otherwise, the Association may take such immediate action as is necessary to prevent injury to persons or damage to property at the Antenna owner's expense.

C. NON-EXCLUSIVE REMEDIES. The remedies set forth in this Section IX are not the Association's exclusive remedies for violations of these Rules and Regulations, but rather are in addition to any other remedies available as provided in the Act, the Community Documents, at law or in equity.

X. SEVERABILITY.

If any provision of these Rules and Regulations is ruled invalid by a court or the FCC, then any valid intent of that provision and the remaining provisions of these Rules and Regulations shall remain in full force and effect.

XI. FORM OF NOTIFICATION OF INTENT TO INSTALL OTARD (ROUTINE INSTALLATION); FORM OF APPLICATION TO INSTALL OTARD (NON-ROUTINE INSTALLATION/CLARIFICATION).

The following form of Notification of Intent to Install OTARD or Application to Install OTARD, as applicable, must be fully completed and the Indemnification signed

by each Owner or other occupant or resident who desires to install an Antenna within the Community. Failure to comply with this Section XI shall be a violation of these Rules and Regulations, and the Association, through its Executive Board, shall have all rights of enforcement set forth above.